

SIDLEY & AUSTIN

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RECORDATION NO. 19068 FILED 1425

DEC 22 1994 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

WRITER'S DIRECT NUMBER

(202) 736-8252

December 22, 1994

RECORDATION NO. 19068-E FILED 1425

DEC 22 1994 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

Honorable Vernon A. Williams
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Recordation of ALTSI Trust 94-A, Lease Supplement No. 2 and Indenture Supplement No. 2

Dear Mr. Secretary:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and the rules and regulations of the Interstate Commerce Commission thereunder, enclosed herewith for filing and recordation are three (3) executed originals of the documents described below:

The documents, both of which are secondary documents, are as follows:

- (1) Lease Supplement No. 2 dated as of December 22, 1994 between Meridian Trust Company (the "Owner Trustee"), and APL Land Transport Services, Inc. ("Lessee"). The primary document to which this is connected is recorded under Recordation No. 19068.
- (2) Indenture Supplement No. 2 dated as of December 22, 1994 between Owner Trustee and First Security Bank of Utah, National Association, a national banking association ("Indenture Trustee"). The primary document to which this is connected is recorded under Recordation No. 19068-B.

The names and addresses of the parties to the documents are as follows:

Counterparts - 14-12-94

Honorable Vernon A. Williams
December 22, 1994
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Owner	Meridian Trust Company
Trustee:	c/o Meridian Trust Company of California 650 California Street San Francisco, California 94108
Lessee:	APL Land Transport Services, Inc. 1111 Broadway Oakland, California 94607
Indenture	First Security Bank of Utah,
Trustee:	National Association 79 South Main Street Salt Lake City, Utah 84111

A description of the railroad equipment leased under the Lease Supplement No. 2 is as follows:

Twenty seven (27) units bearing identification marks APLX 4727 through APLX 4753, in each case of five-platform, 125 ton, double-stack container railcars.

Also enclosed is a check in the amount of \$84.00 to cover the required recordation fee.

Please deliver two originals of each of the foregoing documents, date-stamped by the Commission, to the representative of Sidley & Austin who is delivering this letter and said enclosures to you.

A short summary of the Lease Supplement No. 2 to appear in the Index maintained by the Commission follows:

Lease Supplement No. 2 to Lease Agreement with Recordation No. 19068, dated as of December 22, 1994 between Meridian Trust Company, c/o Meridian Trust Company of California, 650 California Street, 8th Floor, San Francisco, California 94108 ("Owner Trustee"), and APL Land Transport Services, Inc., 1111 Broadway, Oakland, California 94607 ("Lessee"), covering twenty seven (27) units bearing identification marks and numbers APLX 4727 through APLX 4753, in each case of five-platform, 125-ton, double-stack container railcars.

A short summary of the Indenture Supplement No. 2 to appear in the Index maintained by the Commission follows:

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Indenture Supplement No. 2 to Trust Indenture and Security Agreement with Recordation No. 19068-B, dated as of December 22, 1994 between Meridian Trust Company, c/o Meridian Trust Company of California, 650 California Street, 8th Floor, San Francisco, California 94108 ("Owner Trustee"), and First Security Bank of Utah, National Association, 79 South Main Street, Salt Lake City, Utah 84111 ("Indenture Trustee"), covering twenty seven (27) units bearing identification marks and numbers APLX 4727 through APLX 4753, in each case of five-platform, 125-ton, double-stack container railcars.

APL LAND TRANSPORT SERVICES, INC.

By: Vincent F. Prada
Vincent F. Prada
Sidley & Austin
Attorneys for APL LAND
TRANSPORT SERVICES, INC.



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/22/94

Office Of The Secretary

Vincent F. Prada
Sidley & Austin
1722 Eye Street, NW
Washington, DC. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/22/94 at 11:00AM , and assigned recordation number(s). 19068-D, 19068-E, 19069-D and 19069-E.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100463042)

\$ 84.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDATION NO. 19068-D FILED 1425

LEASE SUPPLEMENT NO. 2 DEC 22 1994 -11 00 AM
(ALTSI Trust 94-A)

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 2 dated December 22, 1994 (this "*Lease Supplement*") between MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as trustee under that certain Trust Agreement (ALTSI Trust 94-A) dated as of November 15, 1994 ("*Owner Trustee*"), pursuant to and in accordance with the Lease of Railroad Equipment (ALTSI Trust 94-A) dated as of November 15, 1994 between Owner Trustee, as Lessor and APL Land Transport Services, Inc., a Tennessee corporation, as Lessee (as amended and supplemented to the date hereof, the "*Lease*").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to the Lease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The Units covered by this Lease Supplement are described in the Equipment Schedule attached hereto.

3. The Equipment Cost for each Unit is set forth on the Equipment Schedule attached hereto.

4. The Interim Term of the Lease for the Units covered by this Lease Supplement shall commence on the date of this Lease Supplement and shall terminate on May 14, 1995 unless terminated pursuant to the terms of the Lease. The Base Lease Term of the Lease for the Units covered by this Lease Supplement shall commence on and shall include May 15, 1995 and shall terminate on May 15, 2015, unless earlier terminated or extended pursuant to the terms of the Lease.

5. By the execution and delivery of this Lease Supplement, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

6. This Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, the Units described in Schedule 1 hereto have been delivered to Lessee, have been duly accepted by Lessee and that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

MERIDIAN TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee, Lessor

By: Judy Davis
Name: Judy Davis
Title: Vice President

APL LAND TRANSPORT SERVICES, INC.,
Lessee

By: _____
Name: _____
Title: _____

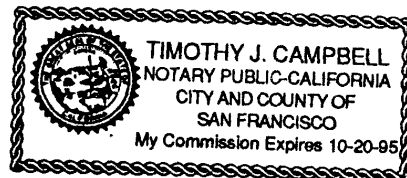
STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

On this 13 day of December, 1994 before me personally appeared Judy Davis, to me personally known, who being by me duly sworn, says that he/she is Vice President of MERIDIAN TRUST COMPANY, a Pennsylvania trust company, as Owner Trustee under such instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

By: Timothy J. Campbell
Notary Public

My Commission Expires: 10/20/95

[SEAL]



IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

MERIDIAN TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee, Lessor

By: _____
Name:
Title:

APL LAND TRANSPORT SERVICES, INC.,
Lessee

By: *Thomas R. Meier*
Name: Thomas R. Meier
Title: Asst. Treasurer

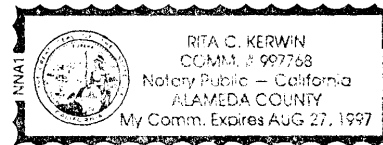
STATE OF Cal. fornia)
) ss
COUNTY OF Alameda)

On this 16th day of December, 1994 before me personally appeared Thomas R. Meier, to me personally known, who being by me duly sworn, says that he is the Asst. Treasurer of APL LAND TRANSPORT SERVICES, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita C. Kerwin
Notary Public

My Commission Expires: 8-27-97

[SEAL]



Equipment Schedule
(ALTSI Trust 94-A)

<u>Manufacturer</u>	<u>Manufacturer Number</u>
Thrall Car Manufacturing Company	APLX 4727 - APLX 4753 (twenty-seven (27) Units)
<u>Price Per Unit</u>	\$189,225